
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-3261-08/RTB - General Consulting Services for Planning and Development

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve an increase to the Board approved Estimated Annual Usage under RFP-3261-08/RTB - General Consulting Services for Planning and Development by an additional \$250,000.00 per year. In addition, approve and authorize the County Manager to execute Work Order #5 in the amount of \$192,359.90 with Kimley-Horn and Associates, Inc. of Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

RFP-3261-08/RTB provides for consultant expertise and technical skills on an as-needed basis to assist Seminole County staff in the implementation of the County's comprehensive plan, as it relates to planning and development, and the fulfillment of the comprehensive and transportation planning work program activities.

On October 14, 2008, the Board awarded master agreements to GMB Engineers and Planners, Inc., Orlando, Florida; Miller Sellen Connor & Walsh, Inc., Orlando, Florida; HNTB Corporation, Lake Mary, Florida; and Kimley-Horn and Associates, Inc., Orlando, Florida.

These master agreements were originally established to support the Planning and Development Department for professional services relating to planning and engineering expertise. During the course of advertising and obtaining the four general Consultants for these services changes have occurred that facilitate the need to increase the master agreement estimated usage amount.

Additionally, expanded usage under these master agreements will allow for the development of an Energy Strategy for the ARRA Energy Efficiency and Conservation Block Grant (EECBG). Seminole County qualifies for \$2,925,100 in formula funds through the EECBG, however the award is contingent upon submittal of an energy strategy, which was unanticipated when these master agreements were executed. With Board approval, the first phase of the EECBG application allows up to \$250,000 to develop the Energy Strategy. To accommodate the work order for the Stimulus Act Energy Efficiency and Conservation Block Grant, staff recommends the estimated annual usage of the agreement be increased from \$250,000 to \$500,000.

Original Board Approved Estimated Amount	\$250,000.00
Requested Increase per year	\$250,000.00
Revised Board Annual Estimated Amount	\$ 500,000.00

In addition to this request to increase the estimated annual usage, staff is also requesting approval of one (1) work order under these master agreements.

Work order #5 to Kimley-Horn and Associates, Inc. will provide for services to complete a strategic energy plan for Seminole County that focuses on methods to reduce energy consumption, while decreasing carbon emissions in Seminole County. The study shall be a holistic approach to energy efficiency and conservation and shall develop a plan to utilize the Energy Efficiency and Conservation Block Grant (EECBG) Program grant money, as referenced in a Fiscal Services Agenda Item presented within this Board meeting. Funds required to execute this work order will be identified by a BAR once the grant is approved.

STAFF RECOMMENDATION:

Staff recommends that the Board approve an increase to the Board approved Estimated Annual Usage under RFP-3261-08/RTB - General Consulting Services for Planning and Development by an additional \$250,000.00 per year. In addition, staff recommends that the Board approve and authorize the County Manager to execute Work Order #5 in the amount of \$192,359.90 with Kimley-Horn and Associates, Inc. of Orlando, Florida.

ATTACHMENTS:

1. W/O #5 to Kimley-Horn Assoc.

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: 5

Master Agreement No.: RFP-3261-08/RTB Dated: December 11, 2008
Master Agreement Title: General Consulting Services for Planning and Development
Project Title: Energy Efficiency & Conservation Strategy

Consultant: Kimley-Horn and Associates, Inc
Address: 3660 Maquire Blvd., Suite 200
Orlando, Florida 32803

ATTACHMENTS TO THIS WORK ORDER:

☐ drawings/plans/specifications
☒ scope of services – Exhibit "A"
☒ price proposal – Exhibit "B"

METHOD OF COMPENSATION:

☐ fixed fee basis
☒ time basis-not-to-exceed
☐ time basis-limitation of funds
☒ retainage shall be withheld

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Work Order by the parties, and shall be completed **120 days from EECBG grant award date**. Failure to meet the completion time shall be grounds for Termination of both the Work Order and the Master Agreement for Default.

Work Order Amount: ONE HUNDRED NINETY-TWO THOUSAND THREE HUNDRED FIFTY NINE AND 90/100 DOLLARS (192,359.90)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

Kimley-Horn & Associates, Inc

_____, Secretary

By: _____
Clif Tate, Sr. Vice- President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of County Commissioners of
Seminole County, Florida

By: _____
Cindy Coto, County Manager

Date: _____
As authorized for execution by the Board of County
Commissioners at their _____, 20____
regular meeting.

OC #804628

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This Work Order shall take effect on the date of its execution by the COUNTY and expires upon final delivery, inspection, acceptance, and release of the final payments and encumbrances of the last approved amount of this Work Order, unless terminated earlier in accordance with the termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. The work to be performed by the CONSULTANT shall be based on the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an Amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement that are in effect on the date of the CONSULTANT'S price proposal for this project.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iv) The CONSULTANT may utilize labor categories that are not included in the attached fee proposal, but that have been approved in the Master Agreement. If a substitution is necessary, the work shall be completed within the approved Time Basis (Not-To-Exceed or Limitation of Funds) Work Order Amount, and in no event shall the Work Order Amount be modified as a result of any changes in labor categories. The CONSULTANT shall submit a written request to the County's Project Manager for approval of any substitution prior to the utilization of any labor category for service, and the County Project Manager's approval of any substitution must take place prior to submission of the invoice. Any approved labor category substitution shall be based on the prevailing labor categories and their associated

hourly rates established in the Master Agreement that are in effect on the date of the County's approval for any substitution.

- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Seminole County
Energy Efficiency & Conservation Block Grant Program
Scope of Work
Energy Efficiency & Conservation Strategy
(Energy Management Plan)

I. Overview

Seminole County government expects to be the recipient of a \$2.925 million federal grant. The Energy Efficiency & Conservation Block Grant (EECBG) is a new federal funding source for local governments designed to reduce electric consumption, fuel consumption, and carbon emissions while creating an economic impact. The grant requires that local governments complete an Energy Efficiency & Conservation Strategy. The intent of this scope is to solicit a consultant to complete a strategic energy plan for Seminole County that focuses on methods to reduce energy consumption, while decreasing carbon emissions in Seminole County. The study shall be a holistic approach to energy efficiency and conservation and shall develop a plan to utilize the EECBG grant money for both government facilities and the private sector.

II. Tasks

Task 1 Create an Energy Plan for Seminole County facilities

- Complete an audit of Seminole County Government's energy and fuel consumption based on available and a compilation of data.
- Graph energy consumption for Seminole County facilities. Calculate carbon impacts from Seminole County activities.
- Break the energy consumption down by each building and nature of work.
- Break down and graph fuel consumption by each department and division.
- Provide quantifiable information on what Seminole County has done to increase energy efficiency and reduce fuel consumption since 2005. Create graphs and calculate carbon impacts.
- List planned improvements by facilities to increase efficiency and calculate energy savings and carbon impacts.

- Develop recommendations to reduce Seminole County's energy consumption and carbon impacts. Provide impact calculations for all recommendations. Recommendations may include items such as revamping policies. A few examples may be tracking car usage (via gps), consolidating certain offices, and improved business practices (such as different landscaping that requires less maintenance). Recommendations should be analyzed to ensure that they are cost effective and feasible for the County to assume.
- Develop comprehensive plan policies for future county actions, such as new buildings that reduce overall consumption.
- Determine the overall consumption of fuel and electricity for all of Seminole County. Calculate approximate carbon impacts based on existing data.
- Graph and break down all information.
- Provide quantifiable information on current programs that Seminole County has been participating in to reduce energy consumption.
- Draft recommendations for policies to decrease overall energy reductions from Graphic 1, such as citizen education.

Task 2 Energy Incentive Programs

- Identify Energy Efficiency and Conservation tools eligible for funding under the EECBG that can be structured for private sector usage. For instance, commercial building energy audits and financial incentives such as a revolving loan programs should be evaluated. It is anticipated that these programs will be administered on a application driven competitive basis.
- Evaluate each tool with respect to its efficacy in helping business adopt energy saving technologies. The program may be limited to a specific geographic area to coincide with a preexisting economic development target area.
- Create an Action Plan that includes implementation (e.g., application and evaluation criteria) and recommended funding levels for each program in light of the existing EECBG grant amount.
- Identify and analyze existing and proposed programs and partners that the County may participate with as a part of the overall energy efficiency and conservation strategy.

Task 3 Create an Implementation Section

- Draft recommendations for an implementation plan, such as an energy management team to oversee the programs, annual reports, and all other evaluation and reporting requirements for the EEGCB grant.
- Create an Action Plan.

Task 4 Create a Rating System for Projects

- Establish a rating system for energy efficient projects that takes into account a holistic approach. The rating system should at a minimum incorporate the following:
 - Jobs created and/or retained
 - Energy saved
 - Renewable energy generated
 - Green House Gas emission reduction
 - Cost Savings
 - Cross-departmental, agency, or city
 - Community Usability

*Must meet all requirements of EECGB
- Establish a process for bringing proposed projects to a citizen's advisory board or community meeting for input and evaluation. Incorporate the resident's recommendations into the overall project assessment score.
- Assign the project's "affected area" score from a holistic approach that requires a nexus between the purpose of EEBCG (at the center) and the proposed project.

FEE CALCULATION
Energy Efficiency & Conservation Strategy
Kimley-Horn and Associates, Inc.

Task	Description	KHA Staff Hours							Total
		Project Manager	Principal Planner	Planner	Graphic Artist	Engineer	Sub Consultant	Admin.	
1	Create an Energy Plan for Seminole County facilities	138	136	110	20	0	124	27	555
2	Develop Energy Incentive Programs	76	84	44	4	16	56	32	312
3	Create an Implementation Section	28	28	12	0	24	16	14	122
4	Create a Rating System for Projects	36	44	34	18	0	48	12	192
5	Comprehensive Plan Amendments Adoption Assistance	16	16	12	0	0	4	8	56
6	Meetings and Coordination	42	42	18	0	24	0	34	160
Total Hours		336	350	230	42	64	248	127	1397
Loaded Rate		\$206.18	\$146.18	\$101.76	\$79.87	\$110.40	\$125.00	\$55.87	
Labor Cost		\$ 69,276.48	\$ 51,163.00	\$ 23,404.80	\$ 3,354.54	\$ 7,065.60	\$ 31,000.00	\$ 7,095.49	\$ 192,359.90
TOTAL									\$ 192,359.90

Date: May 26, 2009